

EXHIBIT C

Kenneth Chaiken

From: Wu, Kathleen <KWu@akllp.com>
Sent: Monday, April 24, 2017 3:53 PM
To: Standly Kirk (kstandly@standlyhamilton.com); Kenneth Chaiken
Cc: David Hasselwander (david.hasselwander@pnc.com); 'O'Brien, Joy'
Subject: Travis Oaks - Notice of Conditional Consent
Attachments: DOC.PDF

Kirk and Ken, Please see the attached which I am forwarding to you on behalf of the limited partners with respect to the recent request for consent to the proposed bridge financing. Given the attached, I do not think a meeting of the partners as you have requested is necessary and unfortunately, we are not available that day. We can schedule an alternative date, if appropriate. Thank you.

Kathleen J. Wu
Partner

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April 24, 2017

VIA FEDEX, CERTIFIED MAIL,
RETURN RECEIPT REQUESTED AND
U.S. MAIL

2013 Travis Oak Creek GP, LLC
603 W 8th Street
Austin, Texas 78701
Attn: Rene Campos

VIA FEDEX, CERTIFIED MAIL,
RETURN RECEIPT REQUESTED AND
U.S. MAIL

2013 Travis Oak Creek GP, LLC
c/o Eureka Multifamily Group
3001 Knox Street, Suite 400
Dallas, Texas 75205
Attn: Rene Campos

Re: Amended and Restated Agreement of Limited Partnership of 2013 Travis Oak Creek, LP, a Texas limited partnership (the "*Partnership*"), dated as of May 23, 2014 (with any amendments and modifications thereto specifically approved in writing by the limited partners, the "*Partnership Agreement*"), among 2013 Travis Oak Creek GP, LLC, a Texas limited liability company (the "*General Partner*"), PNC Bank, National Association, a national banking association (the "*Investment Limited Partner*"), and Columbia Housing SLP Corporation, an Oregon corporation (the "*Special Limited Partner*"), together with the Investment Limited Partner, the "*Limited Partners*")

Dear Mr. Campos:

As you know, this firm represents and writes to you on behalf of the Limited Partners. We have received notice of General Partner's request for the Limited Partners' consent to the Partnership obtaining new bridge financing for the Project¹ (the "*Proposed Financing*"). By this correspondence the Limited Partners hereby grant their consent to the Proposed Financing, subject to General Partner fulfilling one condition set forth below to the satisfaction of the Limited Partners.

The Limited Partners' consent to the Proposed Financing is expressly conditioned on receipt by the Limited Partners of the final documents evidencing the Proposed Financing, including but not limited to the settlement statement, and approval of the same.

¹ Capitalized terms not otherwise defined herein shall take the meanings assigned to them in the Partnership Agreement.

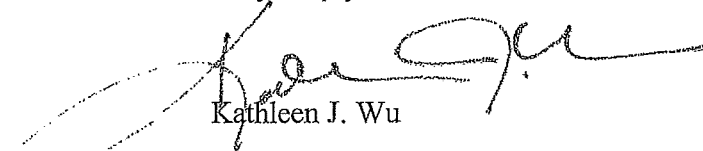
Travis Oak
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At this time, all rights of the Limited Partners to exercise any rights or remedies under the Partnership Agreement for any existing or future defaults on the part of General Partner, including the right to require repurchase of their interests, are hereby specifically reserved.

Neither the conditional consent provided herein nor any previous or contemporaneous correspondence or other communications (including all communications directly from or on behalf of the Limited Partners) is intended to be, nor should it be construed as, a waiver of any rights, benefits, agreements, remedies or recourses to which any of the Limited Partners may be entitled with respect to any failures, breaches or defaults that have occurred or may occur under the Partnership Agreement, or otherwise, including the Partnership Default or as consent or acquiescence to any acts or omissions. Each of the Limited Partners further continues to reserve any and all rights, remedies, agreements, benefits and recourses available to it under the Partnership Agreement or any other agreement, document or instrument (including, without limitation, the Guaranty and any Project Document) to which any of the Limited Partners is a party or possesses rights as a direct or third party beneficiary, or otherwise at law or in equity, together with any and all claims, counterclaims or defenses the Limited Partners may have under the Partnership Agreement or otherwise at law or in equity in connection with any negligence, misconduct, or otherwise on the part of General Partner. The Limited Partners further continue to reserve the right to seek recovery of any and all costs, expenses, obligations, liabilities, losses, damages and other recoverable amounts, whether or not demanded hereunder, including, without limitation, any actual, punitive or other damages against General Partner, the Guarantors and/or any other responsible party.

Thank you for your urgent attention to this important matter.

Very truly yours,



Kathleen J. Wu

cc: Joy O'Brien, Esq.
Mr. David Hasselwander

VIA EMAIL
VIA EMAIL

Kenneth B. Chaiken, Esq.
(kchaiken@chaikenlaw.com)

VIA EMAIL